

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 9	
2. AMENDMENT/MODIFICATION NO. 000001		3. EFFECTIVE DATE 03/06/2008		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE ICE/FPS/EAST CCG		7. ADMINISTERED BY (If other than Item 6) CODE ICE/FPS/EAST CCG	
ICE/FPS/East CCG/Region 1 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 701 Market Street, Suite 4200 Philadelphia PA 19106		ICE/FPS/East CCG/Region 1 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 701 Market Street, Suite 4200 Attn: Bethany McLaughlin Philadelphia PA 19106			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO. HSCEE1-08-R-00002			
		X 9B. DATED (SEE ITEM 11) 03/06/2008			
		10A. MODIFICATION OF CONTRACT/ORDER NO.			
		10B. DATED (SEE ITEM 11)			
CODE		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not. ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The hour and date for receipt of proposals is hereby extended to April 8, 2008, not later than 16:00.

2. A subsequent amendment will be issued addressing all submitted questions.

3. Sect. 11 (Training), paragraph 11.1D...Delete the present paragraph and Replace with the following paragraph:

"The contractor shall also bear all costs and responsibilities related to their employees' attendance at any contract mandated training class, test or examination, including all expenses for transportation, lodging, and meals (as may be necessary). Currently certified  
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSCEE1-08-R-00002/000001

PAGE

OF

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>FPS contract guards that are required to go to any training, testing, or examination to maintain their FPS certification status shall be paid in accordance with the applicable Service Contract Act (SCA) Department of Labor prevailing wage determination or collective bargaining agreement. For pay purposes, the vendor shall treat time spent by certified contract guards in training and testing as the equivalent of time spent standing post. By contrast, pre-certification training provided by the contractor shall be governed by the payment requirements of the Fair Labor Standards Act (FLSA). Costs related to any training, test or examination required by the contract must be factored into the offering price, as they will not be itemized or paid separately by the government after award".</p> <p>4. Chapter 11, Sect. 11.9 (Other Special Training), para. A...Delete the entire contents of the paragraph and Replace with the following verbage:</p> <p>"The Contractor is responsible for providing any training required by state or local jurisdictions pertaining to the use or carriage of any lethal or less-than-lethal weapons (i.e. expandable or straight police baton, sprays or repellants, conducted energy weapons, stun weapons, etc.), equipment, or devices required in this Task Order".</p> <p>5. Attached to this amendment are the previously excluded Past Performance Questionnaires and Project Forms, as well as the seniority list for current guards.</p> <p>6. All other terms and conditions as previously established remain the same.</p>				

**PAST PERFORMANCE QUESTIONNAIRE  
ARMED AND UNARMED GUARD SERVICES  
MASSACHUSETTS AND RHODE ISLAND  
Solicitation: HSCEE1-08-R-00002**

NAME OF CONTRACTOR REQUESTING THE REFERENCE: \_\_\_\_\_

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The purpose of this questionnaire is to obtain information regarding the quality of the above named Contractor's past performance relative to a contract, completed or in progress, at your company/agency. The Federal Protective Service is considering this Contractor for armed and unarmed Guard Services at various Federal buildings located in the States of Massachusetts and Rhode Island. We would greatly appreciate your input regarding the quality of the Contractor's past performance.

Handwritten responses are sufficient. It is requested that the individual(s) responsible for the administrative oversight of the project (e.g. security specialist, COR, COTR, etc.) respond to this questionnaire. More than one copy of the questionnaire may be submitted if responses from more than one individual are appropriate.

Upon completion of the survey, please email to [Bethany.McLaughlin@dhs.gov](mailto:Bethany.McLaughlin@dhs.gov) or FAX to 215-521-2297. If you have any questions, please call Bethany McLaughlin at 215-521-2269. We appreciate your efforts on our behalf.

PROJECT TITLE AND LOCATION: \_\_\_\_\_

AWARD DATE: \_\_\_\_\_

ESTIMATED/FINAL COMPLETION DATE: \_\_\_\_\_

ORIGINAL COMPLETION DATE: \_\_\_\_\_

CONTRACT COST PER YEAR \_\_\_\_\_

WAS THIS CONTRACT FOR A SINGLE OR MULTIPLE LOCATIONS: ( ) Single ( ) Multiple

Please provide a brief description of the scope of this project so that we determine any similarities to this contract:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. How consistent is the Contractor in providing the required staffing at each post of duty? For example, are Posts consistently fully staffed in a timely manner? Are Posts frequently lacking the assigned number of staffing? Is staffing frequently late in reporting, etc.

Reply: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. How consistent is the Contractor in providing employees who report to duty properly groomed, uniformed and equipped? For example, are Contractor employees consistently sloppy in appearance? Is the cleanliness and operating condition of equipment and weapons often deficient, etc?

Reply: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. How consistent is the Contractor in keeping training records, certifications and related documentation complete, accurate and current?

Reply: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. How is the overall level of professionalism, attentiveness and bearing of the Contractor's workforce. For example, do the contract Guards demonstrate that they fully understanding of their assignments, are they fully attentive to their duties, do they engage in unauthorized activities?

Reply: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. How effective is the Contractor in identifying and communicating potential problems, and resolving them on his own, including problems presented to him by owner and tenant representatives?

Reply: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Did the Contractor provide a level of supervision sufficient to ensure effective performance by the productive security guards over the course of the Contract?

Reply: \_\_\_\_\_

\_\_\_\_\_

7. Please discuss the Contractor's quality control of the overall contract.

Reply: \_\_\_\_\_

\_\_\_\_\_

8. Are subcontracts involved? ☐ Yes ☐ No (*Check one*)

If yes did the contractor adequately manage the subcontracts? ☐ Yes ☐ No (*Check one*)

Government Comment on subcontracts

Reply: \_\_\_\_\_

\_\_\_\_\_

9. On a scale of 0 to 10, please rate the Contractor on following areas of performance (scale is defined with each factor).

How smooth and orderly was the transition/start-up between the contractor and the predecessor contractor/contract. How much disruption was involved in this transition?

0- Transition was difficult, much disruption was caused by the transition.  
to

10- Transition was smooth and orderly, minimal disruption was involved during the transition.

**Rating:** \_\_\_\_\_

**Comments:** \_\_\_\_\_

\_\_\_\_\_

10. How well did the contractor accommodate last minute requests for extra guards at a location or the extension of guard service requirements?

0 – Contractor did not accommodate these requests

10- Contractor always accommodated these requests

**Rating:** \_\_\_\_\_

**Comments:** \_\_\_\_\_

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11. Would you recommend this firm to other agencies?

**Check one:**

☐ *Highly Recommend*

☐ *Recommend*

☐ *Would Not Recommend*

12. Overall how would you rate the Contractor's Quality of Performance?

**Please check one**

☐ **Outstanding** – Requirements are consistently being exceeded and performance is consistently of high quality. The contractor has demonstrated an outstanding performance level that was significantly in excess of anticipated achievements and is commendable as an example for others, so that it justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

☐ **Excellent** - There are no quality issues, and the Contractor has substantially exceeded the contract performance requirements without commensurate additional costs to the Government or your company

☐ **Good** - Requirements are consistently being met and performance is generally adequate or better. There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

☐ **Fair** - Overall compliance requires minor Agency/Company resources to ensure achievement of contract requirements.

☐ **Poor** - Requirements are generally met, however sometimes performance is less than adequate. Overall compliance requires significant Agency resources to ensure achievement of contract requirements.

☐ **Unsatisfactory** – Requirements are generally not being met or performance is consistently of poor quality. Non-conformances are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards containing similar requirements.

Once again, thank you for you taking the time to provide this reference information. In closing, we ask that you provide the information below in case we need to contact you to clarify a response.

Your Name: \_\_\_\_\_

Your Position: \_\_\_\_\_

Company: \_\_\_\_\_

Telephone No: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

## **Past Project Form**

**NOTE: THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE OFFERORS PROPOSAL FOR EACH PREVIOUS PROJECT.**

OFFEROR: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

CONTRACT/PROJECT NUMBER OR IDENTIFIER: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_

PLACE OF PERFORMANCE: \_\_\_\_\_

PERIOD OF PERFORMANCE: \_\_\_\_\_

TOTAL CONTRACT/PROJECT DOLLAR VALUE: \_\_\_\_\_

NUMBER OF GUARDS EMPLOYED ON CONTRACT/PROJECT: \_\_\_\_\_

CUSTOMER POINT OF CONTACT: \_\_\_\_\_

POC PHONE: \_\_\_\_\_

POC E-MAIL: \_\_\_\_\_

Include a narrative, one page or less, of the description of the work performed and similarities to the proposed contract in the RFP. Indicate if the experience was as a prime or subcontractor. If experience was as a subcontractor, give name, telephone number and point of contact of the prime contractor as well as the customer. Provide a brief description of problems encountered on the project and your corrective action.

	A	B	C	D	E	F	G
1	MASSACHUSETTS EMPLOYEE STATUS						
2				Revised 3/18/08			
3	EMPLOYEE STATUS			HIRE DATE	WORK SITE		
4	FULL	TIME	UNARMED	4/7/2001	FALMOUTH		
5	PART	TIME	UNARMED	12/3/2007	NEW BEDFORD		
6	FULL	TIME	ARMED	6/21/1995	SPRINGFIELD		
7	FULL	TIME	UNARMED	8/16/2007	PITTSFIELD		
8	PART	TIME	UNARMED	12/11/2000	NORTH ADAMS		
9	FULL	TIME	ARMED	12/1/1999	NEW BEDFORD		
10	FULL	TIME	ARMED	9/11/2000	NEW BEDFORD		
11	FULL	TIME	ARMED	12/7/2001	BROCKTON	LIEUTENANT	EASTERN P
12	FULL	TIME	ARMED	12/20/2005	SPRINGFIELD	LIEUTENANT	WESTERN
13	PART	TIME	ARMED	12/3/2007	PITTSFIELD		
14	FULL	TIME	UNARMED	5/17/2002	WORCESTER		
15	FULL	TIME	UNARMED	12/15/2001	TAUNTON		
16	PART	TIME	UNARMED	12/1/2006	GREENFIELD		
17	FULL	TIME	ARMED	12/3/2001	SPRINGFIELD		
18	FULL	TIME	ARMED	10/25/2004	FITCHBERG		
19	PART	TIME	UNARMED	12/9/2001	SPRINGFIELD		
20	FULL	TIME	ARMED	5/21/2001	SPRINGFIELD		
21	FULL	TIME	ARMED	11/29/2004	SPRINGFIELD		
22	PART	TIME	ARMED	11/5/2007	BROCKTON		
23	FULL	TIME	UNARMED	12/11/2000	GARDNER		
24	FULL	TIME	UNARMED	11/27/2000	NORWOOD		
25	PART	TIME	UNARMED	12/3/2007	SPRINGFIELD		
26	FULL	TIME	ARMED	10/7/2005	FITCHBERG		
27	FULL	TIME	UNARMED	11/10/2001	GREENFIELD		
28	FULL	TIME	UNARMED	1/2/2002	ATTLEBORO		
29	PART	TIME	UNARMED	4/14/1997	NEW BEDFORD		
30	FULL	TIME	ARMED	8/11/2005	SPRINGFIELD		
31	FULL	TIME	ARMED	6/1/1995	NEW BEDFORD		
32	PART	TIME	ARMED	12/3/2007	SPRINGFIELD		
33	FULL	TIME	ARMED	4/1/2003	MASS/R.I.	OPERATION CAPTAIN	
34	FULL	TIME	ARMED	5/20/2002	SPRINGFIELD		
35	FULL	TIME	UNARMED	11/27/2000	HANOVER		
36	FULL	TIME	ARMED	10/31/2002	FRAMINGHAM		
37	FULL	TIME	ARMED	10/1/2002	SPRINGFIELD		
38	FULL	TIME	ARMED	4/27/2007	BROCKTON		
39	FULL	TIME	ARMED	11/29/2004	SPRINGFIELD		
40	PART	TIME	UNARMED	5/7/2006	NORTH ADAMS		
41	FULL	TIME	UNARMED	1/1/2003	FITCHBERG		
42	FULL	TIME	ARMED	10/31/2002	FITCHBERG		
43	PART	TIME	UNARMED	12/3/2007	SPRINGFIELD		
44	FULL	TIME	ARMED	5/20/2002	FITCHBERG		
45	FULL	TIME	ARMED	3/3/2003	SPRINGFIELD		
46	PART	TIME	ARMED	6/4/1999	SPRINGFIELD		
47	PART	TIME	UNARMED	12/3/2007	BROCKTON		
48	FULL	TIME	UNARMED	12/28/1998	PITTSFIELD		
49	PART	TIME	UNARMED	12/28/1998	PITTSFIELD		
50	FULL	TIME	ARMED	10/7/2005	SPRINGFIELD		



RHODE ISLAND EMPLOYEE STATUS

Revised 3/18/08

EMPLOYMENT STATUS			HIRE DATE	WORK SITE	LIEUTENANT	RHODE ISLAND
FULL	TIME	ARMED	8/29/2005	PROVIDENCE		
FULL	TIME	ARMED	8/24/1998	PROVIDENCE		
FULL	TIME	ARMED	3/25/2002	PROVIDENCE		
FULL	TIME	UNARMED	9/1/1999	NEWPORT		
FULL	TIME	ARMED	8/1/2005	PROVIDENCE		
FULL	TIME	ARMED	6/1/1999	PROVIDENCE		
FULL	TIME	ARMED	4/27/2007	PROVIDENCE		
PART	TIME	ARMED	8/1/2005	PROVIDENCE		
FULL	TIME	ARMED	4/27/2007	PROVIDENCE		
PART	TIME	ARMED	1/6/2007	PROVIDENCE		
FULL	TIME	ARMED	4/27/2007	PROVIDENCE	LIEUTENANT	RHODE ISLAND
PART	TIME	ARMED	4/27/2007	PROVIDENCE		
PART	TIME	ARMED	1/6/2007	PROVIDENCE		
FULL	TIME	ARMED	10/7/2005	PROVIDENCE		
FULL	TIME	ARMED	8/1/2005	PROVIDENCE		
PART	TIME	ARMED	12/3/2007	PROVIDENCE		
FULL	TIME	ARMED	6/3/2007	PROVIDENCE		
FULL	TIME	UNARMED	4/16/2001	WOONSOCKET		